

Utah Staff Office of Education
2008-2009
Adult Education Refugee Outreach Grant
Program Application

Competitive funding available by type of program; \$185,000 to expand existing outreach Speakers of Other Languages (ESOL) programs and/or develop additional outreach ESOL programs specifically for refugees who have been in the country less than 60 months and are not currently receiving services from any other adult education funding source within Salt Lake and Cache Counties.

Application Timeline

August 1, 2008	Technical Assistance Training – Required
August 29, 2008	Applications due. Applications must be submitted and received electronically no later than 5:00 p.m. on August 29, 2008. All signature pages must be mailed and must be postmarked by August 29, 2008. Faxed copies are not acceptable.
September 12, 2008	Applications reviewed competitively as to respective merit.
September 12, 2008	Verbal award notice or application status provided to all applicants. Written award notifications should be received within six (6) weeks of verbal notification.
Purpose:	To expand existing Salt Lake and Cache County ESOL programming by developing additional outreach ESOL sites that focus on the needs of refugees, to include refugee participation and acquisition of English oral and literate language skills. Consideration of a refugee's need to obtain or maintain employment and/or maintain other public assistance program requirements should be made.

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REMOVE THIS PAGE PRIOR TO SUBMISSION

COVER SHEET

1. Name and Address of Applicant Organization

Name:

Street Address:

City:

State: Utah

County:

Zip Code: 84___ - ____

2. Date of Application:

3. Project Starting Date:

4. Projected Completion Date: September 20, 2009

5. Federal Identification Number of Applicant:

6. Project Director

Name:

Title:

Signature:

Telephone: ()

Fax: ()

7. Type of Application

Funding is made available through a grant from the Utah Department of Workforce Services, Division of Refugee Resettlement to the Utah State Office of Education Adult Education Services

8. Funding Requested for One Year:_____

PART 1: APPLICATION SUPPORT INFORMATION

Program Assurances:

INSTRUCTIONS: This section is to be completed by the chief administrative officer of the applicant organization. Applications lacking the name and signature of the appropriate official will be considered incomplete and removed from competition.

The applicant hereby certifies to the state superintendent of public instruction that:

- A. Any funds received under this grant will NOT be used to supplant federal or non-federal funds normally provided for services of the same type and that the applicant will make provisions for such fiscal control and fund accounting procedures as may be necessary to assure proper disbursement and accounting for federal funds.
- B. The program will be operated in compliance with ALL federal rules/regulations and state guidelines, and the applicant will maintain effective control over, and accountability for, all grant funds, property, and other assets. Grantees shall adequately safeguard all property and shall assure that it is used SOLELY for authorized purposes.
- C. The grantee will annually submit the results of a program compliance audit conducted by an independent source for data collected during the fiscal year July 1 through June 30. The outcomes of this grant will be a part of the audit.
- D. The grantee will submit an appropriately amended application prior to any material change affecting the purpose, administration, organization, budget, or operation of an approved project.
- E. The filing of this application has been authorized by the governing body of the applicant.
- F. The program will comply with all civil rights regulations prohibiting discrimination in program benefits, participation, employment, or treatment on the basis of race, color, national origin, sex, and/or disability.

- G. The grantee assures that NO refugee, as defined below, on the basis of age, provided the person is 16 years of age or older, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity which receives or benefits from Adult Education and Family Literacy Act financial assistance.
1. Refugees admitted under INA §207: The date of entry shown on the refugee's DHS Form I-94 Arrival-Departure Record or Permanent Resident Card DHS Form I-155 or I-151.
 2. Asylees granted asylum under INA §208: The date of entry shown on the asylee's DHS Form I-94 Arrival-Departure Record or Permanent Resident Card DHS Form I-155 or I-151, or the date of granting asylum on an immigration court or judge form, notice, or letter. Due to Federal regulation 45CFR400.44, applicants for asylum are not considered asylees, and therefore are not eligible for refugee federally funded services.
 3. Cuban and Haitian entrants as defined under 45CFR §401.2.
 4. Certain Amerasians as contained in section 101(e) of Public Law 100-202 as amended.
 5. Certain Victims of a Severe Form of Trafficking as certified under Public Law 106-386 as amended: The date shown on the Federal Office of Refugee Resettlement letter of certification as a trafficking victim.
- H. The grantee will give the grantor agency or the U.S. Comptroller General, through any authorized representative, access to all records or documents related to the grant, including the submission of reports as may be required.
- I. The grantee will comply with the requirements of the Family Education Rights and Privacy Act of 1974.
- J. The grantee assures that funds will only be expended on eligible English to Speakers of Other Languages (ESOL) activities outlined in the Adult Education and Family Literacy Act.
- K. The grantee assures that funds will be used only for financial obligations incurred during the grant period.
- L. The grantee will provide for cooperation with community action programs, work experience program, AmeriCorp, work-study, and other programs relating to the anti-poverty effort.
- M. The grantee will provide for cooperation with manpower development and training programs, including programs under the Utah Department of Workforce Services, the Utah State Office of Rehabilitation, or the Utah System of Higher Education.

- N. The grantee will provide English language training to eligible refugees in a time, place, and manner that respects the refugees' need for continued employment, meeting participation requirements for public assistance programs, child care, and transportation limitations.
- O. The grantee will assure that no expenditure of program funds will be made for any activity or service related to sectarian instruction or religious worship.
- P. The grantee will prepare reports containing such information as the State Superintendent of Public Instruction may reasonably require to determine the extent to which funds have been effective in carrying out project purposes and objectives.
- Q. The grantee assures that the program will:
1. Utilize qualified administrative personnel and instructional staff.
 2. Provide guidance and counseling services.
 3. Develop effective recruitment and retention strategies.
 4. Provide adequate facilities, equipment, and materials.
 5. Provide services at a reasonable cost/benefit.
 6. Serve students who are new to the program and are not currently being served with other adult education funds.
 7. Provide outreach services sites at times and location that meet the needs of refugees.
- R. The grantee assures that resources will be available, and the process established to develop a Student Education Occupation Plan (ESOP) for each student.
- S. The grantee assures that the Utah State Office of Education's requirements for demonstrated competencies of speaking, listening, reading, writing, skills as a consumer, problem-solving skills, and career/occupational skills development will be top priorities of the program.
- T. The grantee assures that refugee community representatives, including residents, Utah Department of Workforce Services, and the Utah State Office of Education, will be involved in program development/implementation and will continue to be involved in carrying out this program.
- U. The grantee assures that the state-required data will be collected, entered and maintained in the state-developed management information system (UTopia – Utah online performance information for adult education).
- V. The grantee assures that requests for reimbursement will be made quarterly and will be submitted no later than the 25th day of each month of the project.

- W. A financial reimbursement request must be submitted, at minimum, quarterly to the Utah State Office of Education according to the following schedule:
- | | | |
|----|------------------------------------|-----------------------------|
| 1. | First Quarter (October – December) | Due January 9 th |
| 2. | Second Quarter (January – March) | Due April 3 rd |
| 3. | Third Quarter (April – June) | Due July 3 rd |
| 4. | Fourth Quarter (July – September) | Due October 2 nd |
- X. A statistical progress report and a narrative report of accomplishments, roadblocks, and strategies to overcome defined roadblocks will be submitted each trimester to the Utah State Office of Education according to the following schedule:
- | | | |
|----|--------------------------------------|------------------------------|
| 1 | First Trimester (June – September) | Due October 1 st |
| 2. | Second Trimester (October – January) | Due February 2 nd |
| 3. | Third Trimester (February – May) | Due June 1 st |
- Student statistical data will be retrieved from the adult education data base (UTopia) on the dates reflective of the trimester.
- Y. The grantee assures that the state-approved Standards for English to Speakers of Other Languages (ESOL) will be used throughout the duration of the grant period.
- Z. The grantee assures that no fees or tuition will be collected from the adult education students in this program.
- AA. All grantees will submit a copy of their Grievance Policy, Statement of Self-Insured, or Insurance Policy.
- BB. All grantees will have a written record in each teacher's, volunteer's, and/or staff member's (working with these refugees) file a signed copy of each of the following forms, acknowledging understanding of the policies contained within:
- | | |
|----|----------------------------|
| 1. | Code of Conduct |
| 2. | Confidentiality |
| 3. | Grievance Procedures |
| 4. | ADA and 504 Accommodations |
- CC. All grantees will use the Federal Office of Refugee Resettlement English Language Training Technical Assistance Project (Spring Institute for Intercultural Learning at www.springinstitute.org) for technical support, and to assess the effectiveness, design, and implementation of performance-based programs serving refugees.
- DD. The grantee assures that the funds will be used for direct-to-student services (no more than 5 percent to be used for administrative costs), and that no funds will be used for capital outlay projects, including but not limited to construction, remodeling, or structural maintenance/refurbishing.
- EE. The grantee assures that a signed copy of the Grievance Policy shall be kept in each student's file.

The applicant certifies that, to the best of his/her knowledge and belief, the data in this application are true and accurate, and that he/she will comply with the assurances noted above if this application is approved.

Assurance by Chief Administrative Officer

Name (typed)

Title (typed)

SIGNATURE of Chief Administrative Officer

Date

Assurance by Project Director

Name (typed)

Title (typed)

SIGNATURE of Project Director

Date

If this application is a consortium, then each member organization/agency must fill out the following information:

Assurance by Chief Administrative Officer

Name (typed)

Title (typed)

SIGNATURE of Chief Administrative Officer

Date

Assurance by Project Director

Name (typed)

Title (typed)

SIGNATURE of Project Director

Date

DEBARMENT

INSTRUCTIONS: Please review and sign.

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined in 34 CFR Part 85, Sections 85.105 and 85.110

THE APPLICANT CERTIFIES THAT IT AND ITS PRINCIPALS:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not, within a three-year period preceding this application, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph two of this certification.
4. Have not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default.

The applicant certifies that, to the best of his/her knowledge and belief, the debarment statements noted above are true and accurate, and that he/she fully endorses and supports the submission of this application.

Assurance by Chief Administrative Officer

Name (typed)

Title (typed)

SIGNATURE of Chief Administrative Officer

Date

Assurance by Project Director

Name (typed)

Title (typed)

SIGNATURE of Project Director

Date

PART 2: BUDGET INFORMATION

PROJECTED FUNDING

Federal grant amount requested for one (1) year. (Must match figure on cover sheet.)

BUDGET SUMMARY (0-20 Points)

INSTRUCTIONS: In the spaces provided, indicate **proposed budget allotments (dollar amounts)**; include all sources of funding. It is not necessary to use all budget categories. Matching funds are not required for this grant.

Budget Category	Federal Grant Share for Student Services (at least 95%)	Federal Grant Share for Administrative Services (no more than 5%)	Other Sources of Funding
A. Salaries (100)			
B. Employee Benefits (200)			
C. Purchased Professional and Technical Services (300)			
D. Purchased Property Services (400)	(Not Allowable in Student Services)		
E. Other Purchases (500)			
F. Travel (580)			
G. Supplies and Materials (600)			
H. Other (800)			
I. Total Direct Costs (Lines A through H)			
J. Indirect Cost	(Not Allowable in Student Services)		
K. Property (700)			
L. Total (Lines I through K)			

BUDGET SUMMARY EXPLANATION

INSTRUCTIONS: In the spaces provided, **indicate exactly how the dollar amount was arrived at in each of the three categories:** (1) Federal Grant Share Student Services (at least 95%); (2) Federal Grant Share Administrative Services (no more than 5%); and (3) the Other Sources. *Totals in each category must match those on the Budget Summary Page.*

Budget Category	Federal Grant Share for Student Services (at least 95%)	Federal Grant Share for Administrative Services (no more than 5%)	Other Sources of Funding
A. Salaries (100)			
B. Employee Benefits (200)			
C. Purchased Professional and Technical Services (300)			
D. Purchased Property Services (400)	(Not Allowable in Student Services)		
E. Other Purchases (500)			
F. Travel (580)			
G. Supplies and Materials (600)			

H. Other (800)			
I. Total Direct Costs (Lines A through H)			
J. Indirect Cost	(Not Allowable in Student Services)		
K. Property (700)			
L. Total (Lines I through K)			

PART 3: PROJECT NARRATIVE

ABSTRACT (0-10 Points)

INSTRUCTIONS: This is an “Executive Summary” of your intended project. The abstract should give a clear, concise summary of the scope and specific intent of the proposed project. If the proposed project is part of a consortium of eligible providers, identify the responsibilities and respective funding of each organization/agency in the consortium. This section should give the reader a clear picture of the details to follow in the narrative. (Try to keep this section to one page.)

NARRATIVE (continued)
NEED

PART I: DEMONSTRATION OF NEED (0-10 Points)

INSTRUCTIONS: Provide evidence of a need for ESOL program activities in addition to those already available in the community.

NEED (continued)

PART II: SERVING THOSE MOST IN NEED (0-10 Points)

INSTRUCTIONS: Explain the commitment of your organization/agency in collaboration with other organizations/agencies to serve individuals most in need of ESOL literacy services identified in Part I.

NEED (continued)

PART III: PAST EFFECTIVENESS (0-10 Points)

INSTRUCTIONS: Describe your organization's past effectiveness in improving the literacy skills of adults and families, especially with respect to those adults with the lowest levels of English language literacy. For organizations/agencies that have previously had an AEFLA or Refugee grant, describe how well performance measures were met or exceeded.

PROGRAM DESIGN

PART I: EFFECTIVE EDUCATIONAL PRACTICES (0-30 Points)

INSTRUCTIONS: Provide evidence that the adult educational practices selected for your program are based on a solid foundation or research and best practices; include types of tests to be used, testing procedures, and how you will guarantee that the test procedures are followed. Provide evidence that there exists a coordination effort among providers to avoid duplication of services, programs, and/or activities made available to adults under other local, federal, or state adult education programs.

PROGRAM DESIGN (continued)

PART II: REAL-LIFE CONTEXT (0-15 Points)

INSTRUCTIONS: Describe how your program provides learning activities in real-life contexts ensuring that students develop the skills needed to complete in the workplace and exercise the rights and responsibilities of citizenship.

PROGRAM DESIGN (continued)

PART III: INTENSITY AND DURATION OF SERVICES (0-30 Points)

INSTRUCTIONS: Describe how your organization's program is of sufficient intensity and duration for students to achieve substantial learning gains. Include the number of outreach sites, when classes are offered (both by day and by time) for each site, and the program begin and end dates for each site. (A table format [see below] for this information would be appropriate – use a different table for each site.) Explain in detail how you will utilize the above schedule(s) and site(s) to meet the needs of your targeted population in community locations outside of your primary location.

The following sites and locations will be offered (duplicate as needed for each site):

Outreach Site Name and Location:							
Days the Program Site is Open	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Times the Program Site is Open							
Site Year: Begin and End Date							

Outreach Site Name and Location:							
Days the Program Site is Open	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Times the Program Site is Open							
Site Year: Begin and End Date							

Outreach Site Name and Location:							
Days the Program Site is Open	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Times the Program Site is Open							
Site Year: Begin and End Date							

Outreach Site Name and Location:							
Days the Program Site is Open	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Times the Program Site is Open							
Site Year: Begin and End Date							

PROGRAM DESIGN (continued)

PART IV: MEASUREABLE GOALS (0-20 Points)

INSTRUCTIONS: Describe the goals for your program and how you will show that they are met. Based on the outcomes from previous years, what are your goals for this year, and how many students will complete the goals? If you have not received a previous AEFLA or Refugee grant, show how you will use assessments to show that students have achieved their goal(s). Fill in the charts below and explain how the proposed project will assist students in making progress toward their goals (remember that the enrollees on this chart are only those to be served through THIS grant). NOTE: These funds may not be used for students who are currently receiving educational opportunities under either state or AEFLA-funded grants.

Core Goal Description (This could be a duplicated count)	2007-2008 Actual number of enrollees with the goal	2008-2009 Projected number of enrollees with the goal	2008-2009 Projected number of enrollees who will complete the goal	2008-2009 Projected percentage of enrollees who will reach the goal
Enrollees who want to be placed in post-secondary education and/or training				
Enrollees who want to earn a Utah secondary school diploma and/or GED				
Enrollees who want to be placed in unsubsidized employment				
Enrollees who want to retain their unsubsidized employment				

2008-2009 Federal Core Indicators (This should not be a duplicated count)	2007-2008 Actual number of enrollees in the level	2008-2009 Projected number of enrollees in the level	2008-2009 Projected number of enrollees who will make a level gain	2008-2009 Projected percentage of number of enrollees who will make a level gain
ESOL 0: Pre-Literate ESOL				
ESOL 1: Beginning ESOL Literacy				
ESOL 2: Low Beginning ESOL				
ESOL 3: High Beginning ESOL				
ESOL 4: Low Intermediate ESOL				
ESOL 5: High Intermediate ESOL				
ESOL 6: Advanced ESOL				
TOTAL ESOL				

PROGRAM DESIGN (continued)

PART V: USE OF TECHNOLOGY (0-15 Points)

INSTRUCTIONS: Describe how your organization's activities effectively employ advances in technology, including the use of computers.

PROGRAM DESIGN (continued)

PART VI: FLEXIBLE SERVICES (0-15 Points)

INSTRUCTIONS: Describe how your organization's activities/offerings provide flexible support services from the community that are necessary to enable individuals to attend and complete programs. These support services may include child care, transportation, home study support, alternative class sites, alternative class days and/or times, accommodations for special needs students, the Department of Workforce Services, Office of Rehabilitation, etc.

MANAGEMENT PLAN

PART I: QUALIFIED STAFF (0-10 Points)

INSTRUCTIONS: Indicate the number of ESOL-trained and other staff who will participate in this project (fill in the chart below). Additionally:

- Provide an organizational chart.
- Describe efforts to recruit and retain qualified staff and volunteers (include information about in-service training plans).
- Include job descriptions of key personnel.
- Explain how any volunteers will be chosen and what training is available for them.
- Describe the safeguards your organization/agency will use to ensure safety for the volunteers and students.

	Number paid with grant funds	Percentage of salary paid with grant funds	Number paid with other funds	Percentage of salary paid with other funds	Number NOT paid
Teacher-certified teaching staff					
ESOL-endorsed teaching staff					
Non-certified/non- endorsed teaching staff					
Counselors					
Administrators					
Non-teaching staff					
Volunteers					

MANAGEMENT PLAN (continued)

PART II: COORDINATION/COLLABORATION (0-25 Points)

INSTRUCTIONS:

- Describe how proposed learning activities will be coordinated and delivered within the refugee community.
- Describe how proposed learning activities will be coordinated with other state and federal One-Stop Centers, job training programs, social service agencies, district elementary and secondary schools, district adult education programs, EvenStart, community-based or volunteer programs, post-secondary educational institutions, private sector partnerships, and other available resources in the community to augment services.
- As evidence, include any memoranda of understanding. (Remember, donated services, space, and/or money must be included in the budget summary and the budget summary explanation.)
- If any of these organizations/agencies are providing the flexible services, that information should also be included in the budget information, as well as in memoranda of understanding.

PART 4: ATTACHMENTS

CODE OF CONDUCT

The Sub-Contractor agrees that it shall adhere to the following Code of Conduct when providing services, and shall require all others authorized through or engaged by the Sub-Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non-direct service care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause, "Sub-Contractor" shall include the sub-contractor, its employees, officers, agents, representatives or those contracted through the Sub-Contractor to perform services authorized by the contract.

The Sub-Contractor, its agents, or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

The Sub-Contractor shall not, by acting, failing to act, encouraging to engage in, or failing to deter from, cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. The Sub-Contractor shall not engage any client as an observer or participant in sexual acts. The Sub-Contractor shall not make clearly improper use of a client or his/her resources for profit or advantage.

Clients protected by this clause shall include any person under the age of 18 years and any person 18 years or age or older who is impaired because of mental illness, mental deficiency, physical illness or disability, use of drugs, intoxication, or other cause, to the extent that he/she is unable to care for his/her own personal safety, health or medical care; and who is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Utah State Office of Education and/or the Department of Workforce Services.

Abuse shall include, but is not limited to, the following:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.

5. Any type of physically hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but is not limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using persuading, inducing, enticing or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling materials depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the client's treatment plan and are in accordance with written agency policy.

Neglect may include, but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing or bedding.
4. Failure to provide adequate supervision including, impairment of employee resulting in inadequate supervision. Impairment of an employee may include but is not limited to use of alcohol and drugs, illness, or sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation will include, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return, except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints, except when authorized by individual's service plan and administered by appropriate personnel, or when threat of injury to the client or other persons exists.
3. Assignment of unduly physically strenuous or harsh work.

4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals, except in accordance with the written agency policy.
6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client, except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes, except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes, except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence, except in accordance with the written agency policy.

The Sub-Contractor agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code, and to cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services. The Sub-Contractor shall prominently display a poster, provided by the Department, notifying Sub-Contractor employees of their responsibilities to report violations and giving appropriate phone numbers.

Sub-Contractor

Date

**DEPARTMENT OF WORKFORCE SERVICES
DISCLOSURE OF INFORMATION**

The SUB-CONTRACTOR will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure:

1. The information shall be used only to the extent necessary to assist in the purposes identified within this sub-contract and shall not be re-disclosed for any purpose not specifically authorized in this sub-contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized person cannot retrieve the information by computer, remote terminal, or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The SUB-CONTRACTOR shall instruct all authorized personnel regarding the private nature of the information and that State and Federal law provides sanctions for unauthorized disclosure.
6. The SUB-CONTRACTOR shall permit the Utah USOE, DWS, the United States Department of Labor, Department of Health and Human Service (and other authorized federal officials) to make on-site inspections to insure that the requirements of this sub-contract, State laws, and federal statutes and regulations are being met.

Sub-Contractor

Date